STATE OF DELAWARE

PUBLIC EMPLOYMENT RELATIONS BOARD

SEAFORD EDUCATION ASSOCIATION Charging Party, v. SEAFORD BOARD OF EDUCATION Public School Employer.	)	U.L.P. No. 88-01-020

HEARING OFFICER:

Charles D. Long, Jr., Esq.

APPEARANCES:

Sheldon N. Sandler, Esq., - Counsel for the Association

Bruce C. Herron, Esq., - Counsel for the District

The Board of Education of the Seaford School District ("District") is a public employer within the meaning of 14 Del. C. section 4002(m). The Seaford Education Association ("Association") is the exclusive bargaining representative of the public school employer's certificated professional employees within the meaning of 14 Del.C. section 4002(h).

On January 5, 1988, the Association filed an unfair labor practice charge alleging that certain conduct of the District violated sections 4007(a) (1), (a)(2), and (a)(5), of the Public School Employment Relations Act, 14 Del.C. Chapter 40 ("Act"). The District filed its

answer of denial on January 13th. A public hearing was held on March 31st. An amended charge was filed on April 6th and an amended answer was filed on April 26th. By agreement of the parties the final post-hearing brief was submitted on May 26th.

FACTS

The Seaford Education Association and the Seaford School District were involved in a lengthy and difficult contract negotiations. During the negotiations, the District adopted a more restrictive position than did the Association concerning the scope of required bargaining. It also disputed that mediation of any resulting impasse was required under the terms of section 4014 of the Act. These issues were submited for resolution to the Delaware Public Employment Relations Board ("Board") which ruled for the Association in both instances. The Hearing Officer's decision regarding the District's statutory obligation to mediate was affirmed, on appeal, by both the Public Employment Relations Board and the Court of Chancery.

The processing of these issues, coupled with the inability of the parties to resolve their differences over the substantive issues created an atmosphere of mutual distrust and animosity an between them.

The first in a series of events culminating in the filing of the unfair labor practice charge occurred on October 19, 1987 when George Stone, Principal of the Central Elementary School, published in the school's weekly news bulletin a statement entitled "Point of View".

(Association Exhibit #1) The text is set forth forth below in its entirety:

POINT OF VIEW

When you examine all the information concerning negotiations that you have and will be provided with, I hope that you will at least review it independently as I have tried to do and and come to your own personal conclusions about what is fair. If you are in agreement with your leadership, they need to know, and if you are not in agreement with your leadership they need to know. As I speak to various teachers here and around the District, I find many varied points of view about what is fair and what figures are accurate, and even about what figures are important.

One thing is certain, we are all being hurt in the process. The strain on the budget currently means no more funds are available to be released. It is horrifying to consider what possible programs might go if the money isn't there.

The voters are obviously tiring of it, and the strain could quite possibly effect the next referendum and future educational growth in the District

The students deserve the best teachers (and administrators). They also deserve the best education we can give them. After all, that's what we're all

about.

Concerned by Mr. Stone's article, the Association's negotiating team requested to meet with Dr. Russell Knorr, Superintendent, and Principal Stone "in the interest of trying to defuse the situation". (Association Exhibit #2) Copies of its request were sent to the Central Elementary School staff and to the SEA Crisis Committee.

Principal Stone responded to the Association's request on November 2, by denying that his comments could in any way cause a further deterioration of an already tense situation. He agreed to meet with the SEA Negotiations team "provided the following conditions necessary to insure fairness can be met", including the replacement of Dr, Knorr with Dr. Schwartz, Assistant Superintendent and Mr. Hollis, Supervisor of Personnel and Public Information; and secondly, that the meeting be open to any professional staff member desiring to attend; and thirdly, that if the meeting was to be a question and answer session, he would like the opportunity be presented beforehand for him to make a personal statement. (Association Exhibit #3) Copies of his response were sent to Dr. Knorr, Dr. Schwartz, Mr. Hollis. and the Central Elementary staff.

Upon receiving the Stone response, the SEA withdrew its request to meet, claiming the conditions contained therein were unsatisfactory and that it was left with no alternative other than to file an unfair labor practice charge with the state Public Employment Relations Board. (Association Exhibit #4) Thereafter, Cindy Chamberlain, the Central

School Building Representative to the SEA, met privately with Mr. Stone to discuss the October 19, "Point of View". As a result of this meeting, Mr. Stone published a second "Point of View" in the Central Elementary School's bulletin of November 9th. (Association Exhibit #5) Essentially, Mr. Stone asserted that in publishing the prior "Point of View" he was merely expressing his personal views and frustrations in terms of program facilitation and the inability to settle the negotiations impasse. He also stated that his comments were not intended to wield any political influence and that no other person had prior knowledge of, influenced or requested him to write the article. Mr. Stone also extolled the virtues of our Constitutional freedoms, emphasizing the right of free speech.

The Association saw fit to respond to the second "Point of View" with a comprehensive three page declaration entitled "Your Comments in Bulletin Regarding Negotiations". (Association Exhibit #6) The comments contained therein were highly critical of Mr. Stone as a role model and educational leader. Concerning the current budget freeze within the District, the Association commented that "To imply that negotiations and the SEA are responsible for a District error is both untrue and irresponsible". The Association also accused Principal Stone of "a deliberate attempt to frighten teachers with the spectre of cutting basic programs for students". It also accused the District's negotiating team of "errors in the hundreds of thousands of dollars". The Association sent copies of its communication to all of the professional staff members in the Seaford School District.

On November 16, the SEA negotiations team sent a memo to the District Superintendent, Dr. Knorr, accusing Principal Stone of illegally interfering with the on-going negotiations while acting as an agent of the School board and of violating section 4007 (a)(1) of the Public School Employment Relations Act. (Association Exhibit #7) The Association requested that the Superintendent "take action to correct this problem and prevent any reoccurrence of any similar problem in the future". Copies of this memo were sent to Mr. Stone and to the Central School staff.

On November 23rd, Principal Stone responded to the Association's memo of November 9th. (Association Exhibit #8) Mr. Stone, relying on the advice of counsel, denied that his actions violated any provisions of the Act. In addition, he "challenged" the SEA "to produce staff members willing to honestly testify that I "interfered with, coerced" or ever "restrained" them in any way. Mr. Stone also offered the Association some free advice, i.e., "You are hurting your organization by pursuing this. You are driving a wedge between Central and yourselves as individual SEA leaders and I won't be used as a weapon. You are creating the "far-reaching" implications, and in the final analysis this is hurting the very cause this intends to exemplify". In closing, Principal Stone urged the Association to "leave this stalemate behind us". Superintendent Knorr and the Central School staff received copies of this memo.

Also on November 23rd, Superintendent Knorr responded to the Association's memo of November 16th. (Association Exhibit #9) The

essence of Dr. Knorr's response is contained in the following excerpt:

> It is not my intent to take any action with respect to George Stone and/or his "Point of View". I have reached this conclusion based on the following:
>
> 1. Neither I nor the Board of Education directed administrators to "illegally interfere" in negotiations. Certainly, they were not directed to initiate writings nor talks about negotiations.
> 2. George's "Point of View" seems to me to be a thoughtful and neutral series of statements that attempt to help his staff deal with a situation (i.e., negotiations) that has become stressful to all of us. The "Point of View" does not, in my opinion, "illegally interfere" with negotiations.

George Stone and the professional staff of Central Elementary School received copies of Dr. Knorr's memo.

The final incident occurred on January 11 and 12, 1988. Mr. Dan Cannon, Grievance Chairperson and chief negotiator for the Association, sent a memo to all professional staff in the District concerning what he viewed to be a misunderstanding of the existing contract language dealing with "flexible starting and ending times" of the workday. (Association Exhibit 10) The memo requested that anyone experiencing difficulties in this area to get in touch with the writer. A copy of the memo somehow found its way to Principal Stone's mailbox.

Although the memo did not identify a particular building administrator, Mr. Stone took it upon himself to respond. (Association Exhibit #11) On January 12th, he sent to Mr. Cannon a memo which contains the following statements:

> "One further observation, I find it appalling that you consistently give what I consider to be misinformation to the people you supposedly represent... While your current memo does not specifically address me, your next one very well may."

Dr. Knorr, Principals, and All Professional Staff received copies of Mr. Stone's memo.

POSITIONS OF THE PARTIES

The Association argues that because he is a representative or agent of the District, the actions of Mr. Stone are, in fact, the actions of the District. Alternatively, the Association argues that regardless of Mr. Stone's capacity or relationship with the District at the time, his conduct was subsequently ratified by Superintendent Knorr in his memo of November 23, 1987. Relying on N.L.R.B. v. Gissel Packing Co., 395 U.S. 575 (1969), the Association argues that the employer's direct communication with the employees through the October 19th "Point of View" published in Central School Bulletin interfered with, restrained or coerced employees in or because of their exercise of a right guaranteed under the Act, in violation of section 4007(a)(1). The Association also argues that the "repeated assaults by the School District's agents on the SEA, crowned by the totally unexpected and

unwarranted January 12, 1988 attack on the grievance chairperson and chief negotiator, Dan Cannon, undermined the SEA's status as the exclusive representative and interfered with the administration of the Association in violation of section 4007(a)(2), of the Act. Finally, the Association contends that by the totality of its conduct the District has, in effect, refused to bargain collectively and in good faith with an employee representative which is the exclusive representative of employees in an appropriate unit, thereby violating section 4007(a)(5).

The District, on the other hand, argues that at no time did Principal Stone act as a public school employer within the meaning of 14 Del.C. section 4002(m) or as its designated representative required by section 4007(a). The District also argues that Mr. Stone's communications to his to his staff and the representatives of the SEA were privileged under the First Amendment of the United States Constitution and cannot, therefore, be used as evicence in an unfair labor practice charge against him. The District also maintains that there can be no violation of section 4007(a)(1) because there is no evidence that any member of the Central School staff was actually interfered with, restrained, or coerced. Finally, the District denies that the conduct of Mr. Stone constitutes a violation of section 4007(a)(1), (a)(2), or (a)(5) of the Act, as alleged.

OPINION

Not every person has the capacity to commit an unfair labor

practice. Section 4007(a) of the Public School Employment Relations Act expressly limits such capacity to public employers or their designated representatives. Lake Forest Ed. Assoc. v, Sarah Williams, Del. PERB ULP No. 86-02-007 (1986). Whether or not Principal Stone was legally capable of committing an unfair labor practice depends on whether or not he acted as a public school employer within the meaning of section 4002(m) or, as its designated representative, as required by section 4007(a), of the Act. Section 4002, Definitions, provides at paragraph (m):

> "Public school employer" or "employer" means any board of education, school district, reorganized school district, special school district, and any person acting as an agent thereof.

Section 4007, Unfair Labor Practices-Enumerated, provides at paragraph (a):

> It is an unfair labor practice for a public school employer or its designated representative to do any of the following:

The Lake Forest decision (supra.) is not controlling in this matter since it held only that, under the specific circumstances involved, respondent Williams was not a designated representative. The present matter, in addition to presenting the designated representative question, raises the additional issue of whether or not Mr. Stone acted as an agent of the public school employer.

An employer who places another in a position of general

administrative responsibility, and clothes him with the apparent authority to carry out those responsibilities, creates a binding agency relationship and cannot escape the consequences of the agent's acts. The newsletter in which Mr. Stone chose to publish his "Point of View" was entitled the Central Elementary Bulletin #7. It is a school-sponsored communication vehicle published regularly on a weekly basis. Prior issues of the publication have contained position statements on school-related matters under the heading of "Point of View" or other similar title. The specific bulletins in question were signed by George Stone. As principal, Mr. Stone is the highest ranking administrator in the building. Access to and content of the bulletins are admittedly the responsibility of Principal Stone, on a publication by publication basis. The newsletters are typed by the school secretary, on school stationery, on time paid for by the District, and at District expense. In addition to the Central School staff, they are distributed to the principals of the schools throughout the District

The District also has a Policy establishing guidelines for "School-Sponsored Information Media". The Policy limits school communication systems to "announcements having to do with the activities of a school or school-related organization" and prohibits individuals or organizations from "distributing or posting handbills or literature which promote any...political...interest...". Mr. Stone testified that he was aware of the policy when he wrote his "Point of View" and considered his comments to be within its scope since they dealt with growth/development activities between he and his staff; yet, he also claims that he acted only as an individual expressing his

personal opinion. These two contentions are not only contradictory but the latter also conflicts with the District's policy and is simply not supported by the facts.

A third factor supporting a determination that Principal Stone acted as an agent of the District is Dr. Knorr's memo to the Association dated November 23, 1987 entitled "Response to Your 16 November Memorandum About George Stone's "Point of View". When requested by the Association to intervene in what it considered to be illegal, as well as harmful conduct by Mr. Stone, Dr. Knorr refused to become involved and characterized Mr. Stone's conduct as "a thoughtful and neutral series of statements that attempt to help his staff deal with a situation (i.e., negotiations) that has become stressful to all of us. The 'Point of View' does not, in my opinion, 'illegally interfere' with negotiations." Rather than rejecting Mr. Stone's conduct, Dr. Knorr supports it as a proper exercise of his responsibilities. A principal's appropriate interaction with his/her staff constitutes neither personal activity or conduct outside the scope of a administrative responsibilities.

The District cannot have it both ways. Having affirmed Mr. Stone's October 19th "Point of View" as constituting proper conduct for a building principal, it cannot now deny responsibility for any adverse consequences resulting from that conduct on the basis that it was not specifically authorized.

Whether the basis be implied, apparent, or the result of a

subsequent ratification, the record is sufficient to establish that when Mr. Stone published his comments in the October 19th Central School Bulletin #7, he acted as an "Employer" within the meaning of section 4002(m), of the Act.

The second affirmative defense raised by the District is that Mr. Stone's comments are protected by the First Amendment to the United States Constitution and cannot be used as evidence in an unfair labor practice claim against him. In support of their respective positions in this regard, both parties cite the case of N.L.R.B. v. Gissel Packing Co., (395 U.S. 575 (1969)), wherein the Supreme Court set forth the standard to be used in determining whether or not an employer's communications to its employees, who are represented by an exclusive bargaining agent, constitute protected free speech or violate the applicable protections contained in section 8 of the National Labor Relations Act.

For the purpose of relating the Gissel decision to the question of free speech raised in the current matter, it should be noted that sections 4007(a)(1), (2), and (5) of the Delaware Public School Employment Relations Act are substantively identical with sections 8(a)(1), (2), and (5) of the National Labor Relations Act. So, too, is section 4003 of the former materially the same as section 7 of the latter.

The PERB has previously determined that the basis for applying established private sector precedent is not unfounded. Although

private sector precedent may provide some guidance, differences do exist between the public and private sector; therefore, experience gained in the private sector, while valuable, will not necessarily provide an infallible basis for decisions in the public sector. Seaford Ed. Assoc. v. Seaford Bd. of Ed., Del.PERB, ULP No. 2-2-84S (1984).

The Supreme Court in Gissel declared that section 8(c) of the N.L.R.A."merely implements the First Amendment". Section 8(c) provides that:

> The expressing of any views, argument, or opinion, or the dissemination thereof, whether in written, printed, graphic, or visual form, shall not constitute or be evidence of an unfair labor practice under any of the provisions of this Act, if such expressions contain no threat of reprisal or force or promise of benefit.

Because there is no corresponding 8(c) provision in the Delaware law, the Association argues that its omission should be construed as an intent by the legislature to withhold such authority from a public school employer. First Amendment freedoms are not to be treated so lightly. Absent an express statutory declaration to the contrary, the Delaware statute cannot be interpreted as narrowly as the Association suggests. The Gissel Court, however, went on to state that the protections afforded by section 8(c), i.e., the First Amendment protections, are not absolute. The Court declared that "Any assessment of the precise scope of the employer expression must be made in the

context of its labor relations setting. Thus, an employer's rights cannot outweigh the equal rights of the employees to associate freely, as those rights are embodied in section 7 and protected by section 8(a)(1) and the proviso of section 8(c)". An employer is generally free to communicate to his employees "his views about unionism so long as the communications do not contain a threat of reprisal or force, or the promise of a benefit, in violation of section 8(a)(1)".

The Gissel Court also held that any balancing of First Amendment protections and the guarantees of section 8(a)(1) must take into account "the economic dependence of the employees on their employers, and the necessary tendency of the former, because of that relationship, to pick up intended implications of the latter that might be more readily dismissed by a more disinterested ear".

Accepting the validity of these principles, the issue here is whether Principal Stone's comments represent objective opinions based on fact and, therefore, protected free speech or, considering the prevailing labor relations setting and the economic dependence on the employer by the employees, do they contain threats of reprisal and, therefore, violate section 4007(a)(1), (2), and/or do they constitute a refusal to bargain in good faith in violation of section 4007(a)(5), of the Act.

At the time Mr. Stone published the first "Point of View" on October 19th, the labor relations setting was admittedly tense, emotional, and confrontational. The parties differed over not only

what issues were required to be negotiated but also whether mediation of the declared impasse was statutorily required. Mr. Stone testified that he was aware of the seriousness of the situation and the ongoing problems; yet, he maintains that that he never considered the possble effect his comments might have on the negotiations. Mr. Stone contends that his comments were intended only for his staff. Considering the environment that existed at the time and the distribution of copies of his comments to the principal of every school in the District, it is unrealistic to believe that the other members of the Association would not read them also. Mr. Stone also contends that he did not intend for teachers to disagree with the Association; yet, he testified that he intended "for people to represent themselves". In the first paragraph of his communication he states "...and if you are not in agreement with your leadership they need to know". An analysis of these positions establishes that they are inconsistent, at best.

Mr. Stone testified that he did not intend to give a point of view on negotiations, but merely to deal with the growth/thought processes of his teachers. A reading of Mr. Stone's commentary indicates otherwise. His opening words are "When you examine all of the information concerning negotiations...". He later states that "We are all being hurt in the process". A reasonable interpretation is that the "process" referred to is the process of negotiations and if the Association continues to demand more than the District has available to give horrifying consequences, such as the elimination of programs, may result. Logically, with a reduction in programs goes a reduction in jobs. Mr. Stone also states that because the voters are obviously

tiring of "it", the educational growth of the District is at risk. Again, a logical inference is that future employment growth and opportunity would, therefore, also be at risk.

In this context, it is also important to note that Mr. Stone did not provide a contemporaneous factual foundation for his comments.

Concerning the economic relationship of the parties, the limited scope of the negotiations resulted from an economic reopener clause. The key issue was salaries, the very heart of the employees' economic dependence on the employer.

Although the Gissel issue arose in the context of a union representation election, there is no apparent reason for applying a different standard to the relationship between free speech and section 4007(a) protections where an employer's communications are made at times other than during an election period.

Considering the labor relations setting and the economic dependence of the employees and their resulting concern over the state of the economic negotiations then underway, I conclude that the comments contained in the October 19th "Point of View" tend to have a coercive impact on the Association members and therefore violate the protections of section 8(a)(1), of the Act. In so doing they also necessarily tend to interfere with the the existence and/or administration of the Assiciation and, therefore, violate section 4007(a)(2), of the Act.

Concerning the District's contention that there is no proof of actual interference, restraint, or coercion, there was testimony from Association members who claim to have felt coerced. Regardless, the test for determining whether or not an employer's comments constitute protected free speech is an objective test, rather than a subjective one. NLRB v. Ford, 6th Cir., 170 F.2d 735 (1948). To conclude otherwise would be to permit one to escape responsibility for communications which clearly contain a threat of reprisal or force or promise of benefit simply by claiming that they were not so intended.

Between October 19th and January 11, 1988, additional communications were exchanged between the parties. The first communication from the District was Mr. Stone's November 2nd response to the SEA negotiating team in which he set forth conditions for the meeting requested by the Association in its memo of October 26th. There is nothing on the record to establish that the comments contained therein were offensive to any Association member. In fact, Mr. Broyles, Vice-President of the Association and a member of the negotiating team, testified that the Association did not consider the November 2nd memo to be either threatening or coercive.

The next communication from the District was the "Point of View" published in the November 9th edition of the Central Bulletin. While the Association considered it to be unacceptable as a basis for resolving the dispute, it contained no threat of reprisal or harm nor promise of benefit; consequently, it does not constitute a violation of

section of 4007(a)(1). Nor can it resonably be considered to violate the protection afforded by section 4007(a)(2).

Next is Dr. Knorr's response to the Association's request that he intervene. While it has significance concerning the existence of the establishment of the agency relationship, it cannot, either alone or in combination with other documents, reasonably be interpreted as containing objectionable material upon which to sustain an unfair labor charge.

The single remaining document is Mr. Stone's November 23rd response to the Association's memo of November 11th, which, veiled as a response to the "Point of View" published on November 9th, seized upon the opportunity to undertake a cryptic attack on the various positions taken by the District during the negotiations and upon Mr. Stone, personally. For the first time, copies were sent not only to members of the Central School staff but to all members of the professional staff in the District, as well. The Association cannot complain when Mr. Stone chose to repond in a similar manner.

These several communications, considered either individually or jointly do not constitute conduct sufficient to support the finding of unfair labor practices, as alleged.

Finally, we are left with Mr. Stone's memo of January 12, 1988, to Dan Cannon, Grievance Chairman, SEA. Mr. Stone's response to Mr. Cannon's rather innocuous January 11th memo to Association members,

which was written in the course of legitimate Association business, represents an unjustifiable attack on the Association's leadership. Mr. Stone admittedly knew that he was not the subject of Mr. Cannon's memo. Despite the fact that Mr. Cannon signed his memo "Dan Cannon, Grievance Chairman SEA", Mr. Stone testified that "it seemed as if he were writing on behalf of himself"; regardless, he felt compelled to respond. In so doing he not only defended the actions of the administrator he believed to be the subject of Mr. Cannon's comments, but also defended his own decisions under similar circumstances. Further aggravating this intrusion into Association affairs is his comment: "One further observation, I find it appalling that you consistently give what I consider to be misinformation to the people you supposedly represent". Mr. Stone sent copies of his memo to Dr. Knorr, Principals, and All Professional Staff within the District.

Despite Mr. Stone's testimony to the contrary, his critical comments constitute an unprovoked attack on the leadership of the Association which clearly undermines that leadership and interferes with the administration of the Association. Such action constitutes a violation of both section 4007(a)(1) and section 4007(a)(2), of the Act.

Remaining is the Association's charge that the pattern of conduct engaged in by the District constitutes a failure to bargain collectively in good faith. The final incident occurring on January 11th and 12th is unrelated to the earlier communications and to the on-going negotiation process. The group of communications occurring after

October 19th but before January 11th, are of no significance in this matter. We have therefore come full circle and are again confronted with the original "Point of View" published on October 19th, 1987. Collective bargaining is a process, and while certainly not conducive to a positive negotiating environment, a single communication of the type involved here is not sufficient to support a charge of refusal to bargain in good faith. While conduct away from the bargaining table may, under appropriate circumstances, support such a charge, it is simply not the case here.

The allegation that Mr. Stone interrogated Association members concerning their positions and beliefs remained unsubstantiated throughout the proceedings; consequently, that portion of the charge is dismissed.

CONCLUSIONS OF LAW

1. The Board of Education of the Seaford School District is a Public Employer within the meaning of 14 Del.C. section 4002 (m).

2. The Seaford Education Association is an Employee Organization within the meaning of 14 Del.C. section 4002 (g).

3. The Seaford Education Association is the Exclusive Bargaining Representative of the certificated professional employees of the Seaford School District within the meaning of 14 Del.C. section 4002 (j).

4. The "Point of View" published by Principal Stone in the Central Elementary Bulletin #7 constitutes conduct by the Public School Employer in violation of 14 Del.C. section 4007 (a)(1).

5. The "Point of View" published by Principal Stone in the Central Elementary Bulletin #7 constitutes conduct by the Public School

Employer in violation of 14 Del.C. section 4007 (a)(2).

6. The January 12, 1988 letter written by Principal Stone to Dan Cannon, SEA Vice-President and Chief Negotiator, of which copies were sent to all Professional Staff within the Seaford School District constitutes conduct by the Public School Employer in violation of 14 Del.C. section 4007 (a)(1).

7. The January 12, 1988 letter written by Principal Stone to Dan Cannon, SEA Vice-President and Chief Negotiator, of which copies were sent to all Professional Staff within the Seaford School District constitutes conduct by the Public School Employer in violation of 14 Del.C. section 4007 (a)(2).

8. There is insufficient proof to establish that the Public School Employer has otherwise engaged in conduct in violation of 14 Del.C. section 4007 (a)(1).

9. There is insufficient proof to establish that the Public School Employer has otherwise engaged in conduct in violation of 14 Del.C. section 4007 (a)(2).

10. There is insufficient proof to establish that the Public School Employer has engaged in conduct in violation of 14 Del.C. section 4007 (a)(5).

REMEDY

PURSUANT TO 14 DEL.C. SECTION 4006(h), THE BOARD OF EDUCATION OF THE SEAFORD SCHOOL DISTRICT IS HEREBY ORDERED TO:

A. Cease and desist from:

1. Engaging in conduct which tends to interfere with, restrain or coerce any employee in or because of the exercise of any right guaranteed under the Public School Employment Relations Act.

2. Engaging in conduct which tends to dominate, interfere with or assist in the formation, existence or administration of the Seaford Education Association.

B. Take the following affirmative action:

1. Within ten (10) calendar days from the date of receipt of this decision, post a copy of the attached Notice of Determination in each school within the District at places where notices of general interest to teachers are normally posted.

2. Notify the Public Employment Relations Board in writing, within thirty (30) calendar days form the date of receipt of this Order of the steps taken to comply with the provisions contained herein.

IT IS SO ORDERED.

D. Murray-Sheppard

DEBORAH L. MURRAY-SHEPPARD
Principal Asst/Hearing Officer
Public Employment Relations Bd.

Charles D. Long, Jr.

CHARLES D. LONG, JR.
Executive Director
Public Employment Relations Bd.

DATED: July 13, 1988